



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and David Gingerich and Edna Gingerich, with reference to the following facts:

1. At all times mentioned herein, David Gingerich and Edna Gingerich operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 21295 Finn Dr., Linneus, MO 64653.

2. APHIS has documented evidence of David Gingerich and Edna Gingerich's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of David Gingerich and Edna Gingerich's failure to provide adequate veterinary care and husbandry to dogs as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1-3.19).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and David Gingerich and Edna Gingerich have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. David Gingerich and Edna Gingerich admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.

6. David Gingerich and Edna Gingerich consent and agree to the following:

a. David Gingerich and Edna Gingerich agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within twelve (12) weeks from the date David Gingerich and Edna Gingerich sign this Settlement Agreement.



b. Animal Care will, upon written request, grant an exemption for David Gingerich and Edna Gingerich to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where David Gingerich and Edna Gingerich live allow them to keep the animals.

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that David Gingerich and Edna Gingerich hold at the time David Gingerich and Edna Gingerich sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at David Gingerich and Edna Gingerich facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at David Gingerich and Edna Gingerich's facility within twelve (12) weeks from the date David Gingerich and Edna Gingerich sign this Settlement Agreement to verify compliance with paragraph (a) above. David Gingerich and Edna Gingerich shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories. David Gingerich and Edna Gingerich shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date David Gingerich and Edna Gingerich sign this Settlement Agreement.

f. David Gingerich and Edna Gingerich and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are disqualified for a period of two (2) years from September 11, 2011 from (a) obtaining an Animal Welfare Act license, and (b) engaging



in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 21295 Finn Dr., Linneus, MO 64653.

g. David Gingerich and Edna Gingerich may rent their property to an individual or corporation in accordance with applicable state and federal laws, provided that such an agreement does not violate the requirements set forth under paragraph f of this Settlement Agreement.

7. David Gingerich and Edna Gingerich consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against David Gingerich and Edna Gingerich based upon the non-compliant items documented at 21295 Finn Dr., Linneus, MO 64653, in connection with animal welfare investigation MO10126 AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of David Gingerich and Edna Gingerich's agreements and actions described in paragraph 6 above, and the promises and admissions of David Gingerich and Edna Gingerich set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against David Gingerich and Edna Gingerich in connection with the alleged AWA violations documented in animal welfare investigation MO10126 AC.

APHIS and David Gingerich and Edna Gingerich warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



David Gingerich and Edna Gingerich

Signature:

Date: 8/25/12

Signature:

Date: "

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

for

Signature  
Robert J.  
Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

Date: 9/14/2012